

08 C 383

JUDGE ANDERSEN
MAGISTRATE JUDGE ASHMAN

EXHIBIT A

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

COUNTRY LIFE INSURANCE
COMPANY,

Plaintiff,

v.

BARBARA F. PIERCE,

Defendant.

JAN 04 2008

No. 07 MR 1633

CIRCUIT CLERK

AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

NOW COMES the Plaintiff, COUNTRY LIFE INSURANCE COMPANY, by its attorneys, CARLSON LAW OFFICES, and for its Amended Complaint for Declaratory Judgment pursuant to 735 ILCS 5/2-701 against Defendant, BARBARA F. PIERCE, states as follows:

1. COUNTRY LIFE INSURANCE COMPANY ("Country Life") is a Illinois corporation authorized to write policies of insurance in the State of Illinois.
2. BARBARA F. PIERCE qualified as a potential insured pursuant to a group insurance policy issued by COUNTRY LIFE. (hereafter "the policy"). A copy of the policy is attached hereto as Exhibit A.
3. BARBARA F. PIERCE has made a claim for benefits under the policy. (hereafter "the claim").
4. In connection with the claim, COUNTRY LIFE has requested certain information and documents which it entitled under the policy, but BARBARA PIERCE has failed and refused to provide the requested information and documents.
5. Like virtually all insurance policies, the policy requires the cooperation of an insured in connection with making a claim under the policy.

6. Specifically, the policy provides in relevant part as follows:

Proof of Loss

A claim must include a signed, written proof of loss and satisfactory supporting evidence establishing a right to benefits. Proof of Loss and supporting evidence must be provided within 90 days of the notice of the claim.

We may request additional information. **You** must cooperate and assist in our investigation of the claim, must provide truthful and complete information, and must submit to examinations under oath at **Our** request. **You** must authorize **Us** to obtain medical records and records of income and expenses.

We may require examinations, including, without limitation: medical examinations, functional capacity examinations, diagnostic testing, and vocational testing by professionals at facilities **We** select. **We** pay the fees and costs of examinations and testing **We** request. **We** will pay approved expenses **You** incur for attendance at requested examinations and testing. **Our** approval must be obtained before the expense is incurred.

7. Due to the continued and repeated failure of BARBARA PIERCE to cooperate in making her claim, COUNTRY LIFE cannot determine whether she is entitled to benefits in connection with her claim and has been prejudiced in its investigation and resolution of her claim.

8. Consequently, until there has been full cooperation as requested and required by the policy in connection with the submission of the claim, any administration or payment of benefits should be tolled or suspended.

9. In the event BARBARA PIERCE does not cooperate as required under the policy in connection with her claim, any benefits in connection with any claim under the policy should be precluded.

10. An actual controversy exists between the Plaintiff and Defendant herein, and by the terms and provisions of 735 ILCS 5/2-701, this court is vested with the power

to declare the rights and liabilities of the parties hereto and to grant such other and further relief as may be necessary.

WHEREFORE, Plaintiff, COUNTRY LIFE INSURANCE COMPANY,
respectfully request this court:

- A) Find and declare that BARBARA F. PIERCE has failed and refused to cooperate in connection with her claim under the policy as required by the policy;
- B) Find and declare that any administration of the claim or the payment of benefits should be tolled or suspended until BARBARA PIERCE has provided full cooperation as required by the policy;
- C) Find and declare to the extent that BARBARA PIERCE does not cooperate in connection with her claim as required by the policy, that the court declare that any benefits under the policy in connection with her claim are precluded;
- D) Grant such other and further relief as this court deems fit and proper under the evidence and circumstances.

Respectfully submitted,

CARLSON LAW OFFICES

By: 

Keith G. Carlson, One of the attorneys for
Plaintiff, COUNTRY LIFE INSURANCE
COMPANY

Keith G. Carlson
CARLSON LAW OFFICES
218 N. Jefferson, Ste. 101
Chicago, Illinois 60661
(312) 627-1212
ARDC# 06194752

AGENTS GROUP INSURANCE PLAN CERTIFICATE OF COVERAGE

SAMPLE



Insurance & Financial Services

COUNTRY Life Insurance Company
PO Box 2000, Bloomington, IL 61702-2000

tel (309) 821-3000
www.countryfinancial.com

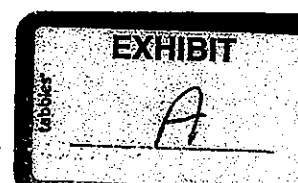


TABLE OF CONTENTS

GENERAL DEFINITIONS.....	2
ENROLLING FOR INSURANCE.....	4
When Insurance Begins.....	4
Portability Between COUNTRY Life Group Insurance Plans	4
LIFE INSURANCE	5
Reduction Schedule Beginning at Age 65.....	5
Filing a Claim	5
Payment.....	5
Changing the Beneficiary.....	6
Optional Individual Life Insurance Conversion	6
Assignment (Transfer of Ownership).....	6
CONTINUATION OF LIFE INSURANCE.....	6
Life Insurance Continuation When Disabled.....	7
Life Insurance Continuation When Retired	8
WHEN LIFE INSURANCE ENDS.....	9
PURCHASING A POLICY WHEN LIFE INSURANCE ENDS	9
DISABILITY INCOME INSURANCE	11
LONG-TERM DISABILITY.....	11
Monthly Benefit.....	11
Rehabilitative Employment.....	12
What This Disability Insurance Does Not Cover	12
Prior Plan Disability Income Transitional Provisions.....	12
DISABILITY CLAIMS.....	13
Notice of Claim.....	13
Proof of Loss.....	13
Payment of Claims.....	13
Rights of Subrogation and Reimbursement	13
If We Deny a Claims	14
WHEN DISABILITY INCOME INSURANCE ENDS.....	15
EXTENSION OF BENEFITS.....	15
GENERAL PROVISIONS.....	16
Contract.....	17

SAMPLE

GENERAL DEFINITIONS

Affiliated Group Plan: for portability purposes either or any of the following group plans: CC Services, Inc. Group Insurance Plan; GROWMARK, Inc., and GROWMARK, Inc. Subsidiaries', and GROWMARK Inc. System Cooperatives Group Insurance Plan; Prairie Farms Dairy, Inc., and Prairie Farms Dairy, Inc. Subsidiaries' Group Insurance Plan; and Agent's Group Insurance Plan. See subsection(s) Portability Between COUNTRY Life Group Insurance Plans.

Age: age on last birthday.

Agent: an individual who actively and personally represents COUNTRY Insurance & Financial Services in selling and servicing its products. Trainee Agents are included in this definition.

Beneficiary: the person You select to receive payment.

Calendar Year: the consecutive twelve-month period beginning on January 1 and ending on December 31.

Condition: an injury, illness or pregnancy.

Disability (Contracted service for 5 years or less): inability to be an Agent. It must be due to a Condition. It may be due to more than one Condition. You must not be able to perform any job for which You are reasonably qualified by education, training or experience. After payments have been made for five years, disability means inability to work at any and all jobs because of Your Condition. The jobs are limited to those for which You are or could readily become reasonably qualified. We consider Your education, training and experience.

SAMPLE

Disability (Contracted service of more than 5 years): inability to be an Agent. It must be due to a Condition. It may be due to more than one Condition. You must not be able to perform any job for which You are reasonably qualified by education, training or experience.

Earnings: commission, salary and bonus from the COUNTRY group of companies. It does not include expenses. Earnings are as reported on the various companies' records pursuant to the companies' contract in the Calendar Year.

Eligibility Date: the date You become qualified for insurance.

Insured/Covered Person: the Agent who has elected coverage under this plan.

Medical Underwriting: a process used to approve or deny coverage for life insurance based on answers to questions on the application about each person's health. We may also require medical exams or reports at the Employee's expense.

Monthly Benefit: the amount of disability insurance in effect when Your disability begins. The amount does not change during a disability. It is based on yearly Earnings received.

Part Time Agent: a licensed Agent who is contracted with COUNTRY Insurance & Financial Services, Inc., but who is not actively and personally engaged in the selling and servicing of products of COUNTRY Insurance & Financial Services, Inc.

Physician: a doctor of medicine or osteopathy who is duly licensed to practice within the scope of his/her licensure in the state where services are rendered. The Physician must not be You, Your spouse, or the parent, child, brother or sister of You or Your spouse.

Policyholder: CC Services, Inc.

Total Disability: inability to perform any and all duties of any and all jobs. It must be due to a Condition. It must begin and the waiting period must be satisfied while covered by this insurance. You must be under the care of a Physician. It does not include Disability beginning during retirement.

Waiting Period: 180 consecutive calendar days of disability.

We, Us, Our: COUNTRY Life Insurance Company.

You, Your: the Insured.

SAMPLE

ENROLLING FOR INSURANCE

If You are a full-time Agent under contract with the Policyholder, this section states what insurance You are eligible for and explains when it begins. If You elect this insurance, You will be covered for life and long-term disability insurance

When Insurance Begins

Your life and disability income insurance begins on the dates shown on Your Certificate of Insurance. If You are not actively and personally selling and servicing insurance and it is for a reason that is not health-related, insurance begins when You resume these activities. You must apply in writing on a form approved by Us. You must agree in writing to pay the required premium. If the insurance begins between the first (1st) and the fifteenth (15th) of the month, the premium will be charged for the entire month the insurance becomes effective. If the insurance begins on or after the sixteenth (16th) of the month, the premium will be waived for the balance of the month and will then be charged for subsequent months the insurance is in effect.

You must enroll for this insurance within 31 days of the date You are eligible for coverage. You must be actively engaged in selling and servicing insurance on that day.

Portability Between COUNTRY Life Group Insurance Plans

If You change employment/contract as defined in this Certificate of Coverage, Your former Affiliated Group Plan coverage transfers to this Agent's Group Insurance Plan insurance if there is no interruption in employment/contract. However, if Your former Affiliated Group Plan included Dependent life insurance, that coverage will be discontinued. The years of continuous coverage with an Affiliated Group Plan will count towards the 10-year qualification requirement for retirement coverage (see subsection: "Life Insurance Continuation When Retired" under the "Continuation of Life Insurance" section).

LIFE INSURANCE

This is term life insurance. There is no cash value. The amount of life insurance available is 2 times prior Calendar Year's Earnings. This amount is rounded up to the next \$1,000.00. The minimum life insurance amount is \$58,000. The maximum is \$150,000. All changes in this amount take place on October 1 based on prior Calendar Year's Earnings.

You will be insured for Your current amount of insurance until the next October 1, unless it reduces due to Age as explained in "Reduction Schedule Beginning at Age 65". On October 1, the amount may change based on prior Calendar Year's Earnings.

Reduction Schedule Beginning At Age 65

Beginning at Age 65, the amount of life insurance in force will be reduced to the percentages below. A minimum of \$10,000 of coverage will remain in force.

<u>Age</u>	<u>Percent</u>
65-69	65%
70-74	50%
75 and over	35%

The amount of life insurance being terminated may be converted to an individual policy (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section). Changes take place the first day of the month in which Your birthday occurs.

Filing a Claim

We pay life insurance claims upon receipt of satisfactory evidence of the death of the Covered Person. Satisfactory evidence means submitting a certified copy of the death certificate and a completed Beneficiary Statement to Us. In certain circumstances a specific claim may warrant more information. Please mail information to:

Group Life Claims
COUNTRY Life Insurance Company
P.O. Box 2000
Bloomington, IL 61702-2000

Payment

If this insurance is in force at Your death, We pay the life insurance amount to Your Beneficiary. If there is no Beneficiary alive when You die, payment is made to Your estate. You, or after Your death, Your Beneficiary may select installment payments, rather than one payment. The selection must be made in writing. Monthly payments of less than \$20 are not permitted.

If the Beneficiary dies before all installment payments are made, the adjusted value of the remaining installments is paid in one sum. It is paid to the estate of the deceased Beneficiary, unless You have designated otherwise. The adjusted value of the remaining installments is their sum, less interest from the date of withdrawal to the date of each future installment. The interest rate originally used in computing the monthly payments is the rate used to determine the adjusted value.

Changing the Beneficiary

You may change the Beneficiary at any time. You must give written notice on a form suitable to Us. The change becomes effective the date You sign the notice. We furnish a copy of the change for attachment to Your Certificate of Coverage.

Optional Individual Life Insurance Conversion

If You are an Agent, You may reduce a portion of Your life insurance by converting it to an individual Executive Whole Life policy. Medical Underwriting is not required. The following conditions apply:

1. You must convert a minimum of \$25,000 each time You exercise this option. However, if You desire to convert more than \$25,000, increments of \$5,000 may be added. The amount You are eligible to convert is based on the amount of life insurance in effect as of the conversion date.
2. At least one times salary or \$50,000 of life insurance, whichever is less, must remain in force in the group plan.
3. You may exercise this option by submitting a written request for the application. You will be advised of the requirements. All requirements for the conversion must be completed by November 30th. The effective date of the conversion will be December 1.
4. The amount of life insurance converted may not be reinstated.
5. Premium is based on Your Age and class of risk.

NOTE: Individuals over the Age of 80 are not eligible for this option.

Assignment (Transfer of Ownership)

You may assign this insurance. You must use a form approved by Us. A signed copy must be filed with Us. For any assignment to be binding, We must receive a signed copy. We are not responsible for the legal validity of any assignment. When We receive a signed copy, the rights and interest of the Beneficiary or any other person are subject to the assignment.

CONTINUATION OF LIFE INSURANCE

The following provisions describe what insurance may be continued when it would otherwise have ended. The provisions specify the requirements and circumstances necessary for, but not limited to, compliance with federal and state statutes.

These provisions as well as all other provisions of this plan may be changed at any time. The plan could also be terminated. Any change or termination applies if You are already continuing insurance.

When You no longer qualify for coverage as per any of the following subsections, You may purchase a conversion policy (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS").

Life Insurance Continuation When Disabled

If You have a Total Disability, life insurance may continue for one year during Your Total Disability. The required premium must be paid.

After 270 consecutive days of Total Disability, You may apply to have Your insurance continued and the payment of premium waived. Application to Us must be made within 12 months of the date Total Disability began. You must prove that You have a Total Disability. Premium payments must be paid during course of Total Disability until approval of application for waiver of premium. Failure to do so will result in forfeiture of Your right to waiver of premium.

You must give proof once each year after the first year. We may also require medical exams. They may be required at any time during the first two years that the payment of premium is waived. They may be required once a year after that. Premium paid during a disability is refunded when the payment of premium is waived.

Premium is also waived from the date of any of the following losses whether disabled or not. The loss must occur while insured. We must receive proof for the following losses:

1. Entire and permanent loss of sight in both eyes;
2. Loss of use of both hands;
3. Loss of use of both feet; or
4. Loss of use in one hand and one foot.

SAMPLE

The amount of insurance continued is the amount in force on the date the Total Disability began.

A waiver of premium terminates:

1. If You fail to furnish required proof;
2. On the date You fail or refuse to take a medical examination; or
3. On the date You no longer have a Total Disability.

If Your Disability ends and You return to be an Agent, Your life insurance may continue. The required premium must be paid. If You do not return to be an Agent or do not submit proof of Disability, Your life insurance will end. You may purchase an individual policy (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).

Life Insurance Continuation When Retired**Prior to Age 65:**

If You retire before Age 65, part of Your life insurance may continue. You must be at least Age 55 when You retire. You must have been insured under an Affiliated Group Plan for the 10 consecutive years immediately before You retire. The following are Your continuation options:

1. One-half of the insurance may be continued under the group program until the first of the month in which You attain Age 65. The required premium must be paid. The remaining one-half may be converted to an individual policy with Us (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).
2. On the first of the month in which You turn 65, the continued amount under the group program reduces to \$2,500. The required premium must be paid. The remaining balance may be converted to an individual policy with Us (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).

NOTE: If You were covered under an Affiliated Group Plan less than 10 consecutive years immediately before You retire, You may convert the entire amount to an individual policy with Us (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).

Age 65 and Older:

When You retire at Age 65 or older, part of Your life insurance may continue. You must have been insured under an Affiliated Group Plan for the 10 consecutive years immediately before You retire.

The amount of \$2,500 may be continued under the group insurance plan. The required premium must be paid. The remaining balance may be converted to an individual policy with Us (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).

NOTE: If You were covered under an Affiliated Group Plan less than 10 consecutive years immediately before You retire, You may convert the entire amount to an individual policy with Us (see "PURCHASING A POLICY WHEN LIFE INSURANCE ENDS" section).

Continuation of the life insurance ends the last day of the month when one of the following first occurs:

1. When premium for the continued amount is not paid when due (coverage ends the last day of the month for which premium was paid);
2. When You return to being an Agent and You are eligible for insurance as an Agent. If You retire again, the insurance may continue and it is the amount continued at the first retirement. It continues as long as it would have at the first retirement. However, if You qualify for a greater amount of insurance during the second period of work, then the greater amount continues. It may continue if it was continued during subsequent contract. You must pay the required premium; or
3. the group master policy ends.

WHEN LIFE INSURANCE ENDS

Your insurance ends the last day of the month when one of the following occurs:

1. You no longer satisfy the definition of Disability and did not resume Your duties as an Agent (see "CONTINUATION OF LIFE INSURANCE" section);
2. You are no longer an Agent (see "CONTINUATION OF LIFE INSURANCE" section);
3. You discontinue the insurance;
4. the premium is not paid when due (coverage ends the last day of the month for which premium was paid);
5. the group master policy ends; or
6. the applicable continuation period ends.

NOTE: for numbers 1,2 and 4, insurance shall not terminate until the expiration of the period for which the premium has been paid, not exceeding 31 days.

PURCHASING A POLICY WHEN LIFE INSURANCE ENDS

If all or part of Your life insurance ends because You are no longer an Agent, You may purchase an individual policy with Us. Medical Underwriting is not required. This purchase is subject to the following rules:

1. You must submit a written application and pay the first premium within the 31-day application period after this insurance ends. If We give You written notice that You may purchase a policy more than 15 days after Your insurance has ended, You must apply within 15 days of the notice. However, the period during which You may apply may not exceed 60 days after the application period ends.
2. You may choose any form of life insurance, except term life insurance, that is customarily issued by Us at Your Age and for the amount applied. It will be the form We are issuing at that time for Your Age and amount for which You apply.
3. You may choose life insurance up to the amount that ends.
4. Premium is based on Your Age and class of risk applicable to the form and amount for which You have applied.
5. The new policy begins the day after the end of the application period as in number 1 above.

If this insurance ends or changes, You may purchase an individual policy. You must have been covered by an Affiliated Group Plan for the five years before it ends. The amount of the policy may not be more than the smaller of:

1. \$10,000; or
2. the amount of Your insurance ending, less the amount for which You may be eligible under any of Our or another insurer's group policies. The other insurance must be available in the 31 days after this insurance ends.

If You die during the 31-day application period, the amount that You could have purchased is paid to Your Beneficiary or to Your estate if the Beneficiary is deceased. No payment is made by the individual policy.

SAMPLE

DISABILITY INCOME INSURANCE

Long-term Disability Income Insurance

MONTHLY BENEFIT

You will be insured for Your current amount of insurance until the next October 1. On each October 1, the amount may change. It is based on Earnings received during the Calendar Year preceding each October 1. If You are disabled on that date, then benefit and premium changes are effective the first day of the month following 45 days of resuming Your duties as an Agent.

Earnings		Monthly Benefits
\$ 0	- 13,999.99	\$ 400
14,000	- 17,999.99	500
18,000	- 21,999.99	600
22,000	- 25,999.99	800
26,000	- 29,999.99	900
30,000	- 35,999.99	1,000
36,000	- 43,999.99	1,200
44,000	- 51,999.99	1,500
52,000	- 59,999.99	1,800
60,000	- 67,999.99	2,000
68,000	- 79,999.99	2,300
80,000	- 95,999.99	2,700
96,000	- 111,999.99	3,200
112,000	- 139,999.99	3,800
140,000	- AND ABOVE	4,700

The Disability must begin and the Waiting Period must be satisfied while You are covered by this insurance. You must be under the care of a Physician.

Disabilities separated by less than 180 consecutive days are considered one Disability.

We pay Monthly Benefits for each month of Disability after the waiting period. Monthly Benefits continue during a Disability according to the following, except for Disability due to mental or nervous disorders:

Age On Day Following

Waiting Period

Benefit Period

Under 60

To the 1st day of the month
following Agent's 65th birthday

60 and over

5 years

Monthly Benefits for Disability due to mental or nervous disorders are limited to a lifetime maximum of 5 years.

Benefits for a partial month of Disability are paid at the rate of 1/30th of the Monthly Benefit for each day.

Rehabilitative Employment

We determine the qualification for rehabilitative employment. The amounts payable for rehabilitation expenses, Disability income and the period payable are determined so as to encourage a return to gainful employment. Rehabilitative employment means a job that You are performing while unable to fully perform Your job. It is any job that You are or can become reasonably qualified to perform by education, training or experience.

We may agree to pay certain expenses for a rehabilitation program. We must give our prior written approval of the program and how long the rehabilitation benefit is to run.

The program may include the cost for evaluation, education and training, other vocational assistance and medical management needed to see if You can be reemployed.

What This Disability Insurance Does Not Cover

This insurance does not cover a Disability caused by:

1. an act of war (declared or undeclared), participation in a riot or civil disorder, felony or illegal occupation;
2. service in the armed forces;
3. intentionally self-inflicted harm while either sane or insane or resulting from an injury sustained in the perpetration of an illegal act; or
4. treatment to improve appearance, except when caused by a Condition. Complications of such treatment are also ineligible.

Prior Plan Disability Income Transitional Provisions

Prior Plan means group Disability income insurance coverage You had prior to the effective date of this replacement insurance.

It will be necessary for the prior carrier to furnish a statement of benefits available, benefits paid, and pertinent information, sufficient to permit a determination of benefits under this insurance.

If this insurance is replacing a prior plan for which You were eligible for Disability income benefits prior to the discontinuance of Your prior Disability income insurance plan and You are a member of the eligible class, coverage under this insurance will be as follows:

1. If You are not covered under an extension of Disability income under the prior plan, this insurance will pay what would have been paid under Your prior plan had it remained in force. These benefits will be applicable to the same provision and limits as indicated in the prior plan.
2. If You are covered by an extension of Disability income under the prior plan, You will not be eligible under this insurance plan until the prior plan benefit coverage has been exhausted.

DISABILITY CLAIMS

Notice of Claim

We must receive written notice of a claim. It must be given within 20 days of the date that any covered Condition causing Disability occurs or as soon as reasonably possible. We provide claim forms. If We do not provide the forms, a claim may be filed without using them.

Proof of Loss

A claim must include a signed, written proof of loss and satisfactory supporting evidence establishing a right to benefits. Proof of loss and supporting evidence must be provided within 90 days of the notice of the claim.

We may request additional information. You must cooperate and assist in our investigation of the claim, must provide truthful and complete information, and must submit to examinations under oath at Our request. You must authorize Us to obtain medical records and records of income and expenses.

We may require examinations, including, without limitation: medical examinations, functional capacity examinations, diagnostic testing, and vocational testing by professionals at facilities We select. We pay the fees and costs of examinations and testing We request. We will pay approved expenses You incur for attendance at requested examinations and testing. Our approval must be obtained before the expense is incurred.

Payment of Claims

ALL PAYMENTS ARE MADE TO YOU. IF YOU DIE, PAYMENTS DUE AT THE TIME OF YOUR DEATH ARE MADE TO YOUR spouse. If You have no spouse they are made to Your estate. If payments are to be made to Your estate or to a person not legally competent to give a release, amounts up to \$1,000 of the payments may be made to a relative by blood or marriage. All payments under this provision will satisfy Our obligation to the extent of the payments.

Rights of Subrogation and Reimbursement

If We pay benefits for Disability resulting from a Condition caused by a third party who is legally liable to pay damages resulting from the Condition:

1. We have the right to reimbursement for all benefits We paid from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by You or Your legal representative as a result of the Condition; and
2. We are assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits We paid for that Condition.

We shall have the right to first reimbursement of all funds You or Your legal representative is or was able to obtain for the same expenses We have paid as a result of the Condition.

Any recovery or reimbursement We receive shall be solely for Our own account. We have no duty to pursue any recovery or reimbursement. We may compromise, settle, or waive any right of recovery or reimbursement in Our sole discretion. No waiver of any right of recovery or reimbursement shall be effective unless expressly made in writing by Our claims representative.

You are required to furnish any information or assistance and provide any documents that We may reasonably require in order to enforce Our rights under this provision. This provision applies whether or not the third party admits liability.

If We Deny a Claim

If We deny all or part of a claim, written notice is given. The notice states:

1. the reasons for the denial;
2. what plan provision the denial is based on;
3. what additional information, if any, is needed to complete the claim; and
4. how to submit the claim for review.

This notice is given within 45 days after You file Your claim. If We determine that more time is necessary due to matters beyond Our control, written notice of an extension is given before the 45th day. The notice of extension describes the special circumstances requiring additional time and the date We expect to make a decision. The extension of time will not exceed another 30 days and no more than one additional extension may be required, except that the time to decide Your claim is tolled and no days are counted while We are waiting for additional information requested from You. If the claim is not paid or denied during these time periods, it is considered denied.

You or Your authorized representative may make a written appeal of a claim denial. The appeal must be submitted to:

Group Claims Review
COUNTRY Life Insurance Company
P.O. Box 2000
Bloomington, IL 61702-2000

SAMPLE

It must be submitted within 180 days after the claim is denied. You may review plan documents and copies of documents and records used and considered in deciding Your claim. You may include additional evidence, explanations, or comments within the 180-day period.

Our decision in an appeal is given in writing. It includes the reasons for the decision. It also refers to the plan provisions on which the decision is based. The decision is made within 45 days of receipt of Your request for appeal. Under special circumstances another 45 days may be required for the review of an appealed claim. Notice of this extension is given before the end of the first 45 days. If a decision on the appeal is not made within these time periods, the claim is considered denied.

You may also contact:

Illinois Department of Insurance
Consumer Division
Springfield, Illinois 62767

You may also contact the Department electronically at <http://www.state.il.us/ins>.

WHEN DISABILITY INCOME INSURANCE ENDS

Your insurance ends the last day of the month when one of the following occurs:

1. You no longer satisfy the definition of Disability and did not resume Your duties as an Agent;
2. You are no longer an Agent;
3. You discontinue the insurance;
4. the premium is not paid when due (coverage ends the last day of the month for which premium was paid);
5. the group master policy ends; or
6. the applicable continuation period ends.

NOTE: for numbers 1,2 and 4, insurance shall not terminate until the expiration of the period for which the premium has been paid, not exceeding 31 days.

EXTENSION OF BENEFITS

If You have a Total Disability when this group Disability income insurance ends, Disability benefits may continue until the date You are no longer disabled.

Insurance is not continued for new Disabilities that begin after insurance ends. This Disability income insurance does not provide continuation other than as provided under this Extension of Benefits.

SAMPLE

GENERAL PROVISIONS

Entire Agreement

The Certificate of Coverage, the group master policy, endorsements and the individual application of the Covered Person, constitute the entire contract between Us and the Policyholder as of the effective date in the group master contract and replace all other agreements between the parties. Any statements made to Us by the Policyholder and any Covered Person shall, in the absence of fraud, be deemed representations and not warranties. No such statement, unless it is contained in a written application for coverage under this Certificate of Coverage shall be used to defeat or void this Certificate of Coverage. No misrepresentation or false warranty shall defeat or void the Certificate of Coverage unless it shall have been made with actual intent to deceive or materially affects either the acceptance of the Policyholder or a Covered Person.

Modifications/Changes

The Certificate of Coverage is subject to amendment, modification and termination in accordance with any provision of the group master policy or by mutual agreement between Us and the Policyholder without the consent or concurrence of any Covered Person or any provision within the Certificate of Coverage. Only one of Our executive officers can approve a change as requested by the Policyholder. The change must be in writing, signed by the appropriate executive officer(s) and made a part of this policy. No Agent can change this policy or waive any provision.

Responsibilities of Covered Person(s)

It is Your responsibility to notify Us of any changes, including, but not limited to: address, name and beneficiary changes that could affect the administration of Your insurance.

Clerical Error

Clerical error made by Us in keeping any record pertaining to the coverage of this Certificate of Coverage will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

Policies and Procedures

The plan may adopt reasonable policies and procedures, rules and interpretations to promote the orderly and efficient administration of this Certificate of Coverage with which the Covered Person shall comply.

Premium Payments

Premiums are due as stated in the group master policy. They are to be paid at Our home office in Bloomington, Illinois on or before the premium due date. The group, its designated agent, or You shall pay to COUNTRY Life Insurance Company the amount specified in the group master policy. Payment of a premium does not keep this policy in force beyond the period for which the premium was paid.

Premium Rates

Premium rate adjustments for the entire Agent's group insurance plan occur on the anniversary date. You will receive 31 days notice of a premium change.

Premium Adjustments and Computation

If a change in insurance occurs between the first (1st) and the fifteenth (15th) of the month, the premium will be charged for the entire month when the insurance becomes effective. If the insurance begins on or after the sixteenth (16th) of the month, the premium will be waived for the balance of the month and will then be charged for subsequent months the insurance is in effect.

Renewal and Premium Change

Coverage under this policy is renewable on each policy anniversary date. We may non-renew the coverage. If We do not intend to renew the coverage, We must give the Agent written notice within 90 days prior to the policy anniversary date.

Premium rates may change. Changes in premium are effective on any premium due date on or after the first policy anniversary date.

Failure to Render Premium Payments

If any required payment is not received by the premium due date, or as agreed upon in the group master policy, coverage shall terminate as of the last date for which premium payments have been received. We will not be liable for payment of any services incurred by any Covered Person in Our name beyond the period for which the premium was received. We are entitled to recover any expense paid by Us beyond the dates for which premium was received.

Legal Action

Action at law or in equity may be brought to recover on this policy. Suit may not be filed in the 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. It cannot be filed more than three years from the time We required the proof of loss.

CONTRACT

Representations and Contestability

We rely on all statements made by You in Your application. The application must be signed by You. Legally, these statements are considered to be representations and not warranties. No statement may be used in any contest unless a copy is or has been furnished. It must be furnished to You, Your Beneficiary or Your personal representative. If the statements are not correct, We may void Your coverage or deny a claim. This action may be taken for claims incurred in the first two years of Your coverage. After that period, the action may be taken only for a fraudulent misstatement.

Misstatement of Age or Sex

If Your Age or sex is not correctly stated, a premium adjustment may be made. If insurance would not be in force according to the correct Age, the insurance ends and premium is refunded. The refund is for the period the insurance should not have been in force. If the amount of insurance is affected by the misstatement of Age or sex, the amount is adjusted to the amount that should be in effect for the correct Age. If incorrect payment of a claim occurs and there is a misstatement of Age or sex, which results in a premium adjustment, the premium is adjusted and reimbursement for the claim may be sought.

Policy Inspection

The group master policy must be available to You for inspection at the Policyholder's office at any time during regular business hours.

Choice of Law

The policy is delivered in, and is governed by, the laws of the State of Illinois. Any provision of this policy which, on its Effective Date, is in conflict with the statutes of this state in which the policy is issued, is hereby amended to the minimum requirements of such statutes.

Workers' Compensation

This policy is not in lieu of Workers' Compensation law, the Occupational Disease Act or other applicable laws. It does not affect any requirement for such insurance.

SAMPLE